

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. W912GB-17-R-0027	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED <i>(RFP)</i>	3. DATE ISSUED 19-Apr-2017	PAGE OF PAGES 1 OF 105
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS KONRAD ADENAUER RING 39 D-65187 WIESBADEN GERMANY WIESBADEN 65187		CODE W912GB	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>		
TEL:		FAX:		TEL:	
FAX:					
9. FOR INFORMATION CALL:	A. NAME IAN R MCCLARY		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> +49(0)6119744		
<b>SOLICITATION</b>					
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  Solicitation W912GB-17-R-0027, Brussels American School, Brussels, Belgium  In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 236.204 Disclosure of the Magnitude of Construction Projects, this procurement has an estimated magnitude between \$25,000,000 and \$100,000,000.  A Request for Information (RFI's) Shall be submitted to the POC's No later than 03 May 2017 at 1400 CEST.  Offerors are reminded that all correspondence shall be submitted in English, in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7041 Correspondence in English (June 1997)					
11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>1095</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See FAR 52.211-10 _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS  14	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>19 May 2017</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>											
<b>OFFER (Must be fully completed by offeror)</b>											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
CODE                      FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>						
					17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>						
AMOUNTS                      SEE SCHEDULE OF PRICES					18. The offeror agrees to furnish any required performance and payment bonds.						
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>						20B. SIGNATURE			20C. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
21. ITEMS ACCEPTED:											
22. AMOUNT			23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY                      CODE				27. PAYMENT WILL BE MADE BY:                      CODE							
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.						<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>						31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE			TEL:    EMAIL:		31B. UNITED STATES OF AMERICA BY			
						31C. AWARD DATE					

Section 00 20 00 - INSTRUCTIONS FOR PROCUREMENT

INSTRUCTION TO OFFEROR'S

The solicitation will be issued in two parts. The initial RFP will include a 20-25 page description of the project. This description will provide enough information for offerors to prepare Volume I of their proposals. The RFP pricing amendment will be issued approximately 60 days after the initial RFP is issued. The pricing amendment will include the approved 100% design package to allow offerors to prepare Volume II of their proposals.

## Section 00 21 00 - INSTRUCTIONS

BASIC SUBMISSION REQUIREMENTSBASIC SUBMISSION REQUIREMENTS

## 1. INTRODUCTION

The Offeror's proposal shall be submitted via AMRDEC. The solicitation shall provide AMRDEC instructions and receipt date for proposal submittal.

Offerors are cautioned that "parroting" of the Technical requirements or the (Project Work Statement (PWS) with a statement of intent to perform **does not** reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

## 2. PROPOSAL SUBMISSION REQUIREMENTS

The Government will not make assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details shall be the sole responsibility of the Offeror. The proposal shall meet the following basic requirements:

- a. The proposal shall be typed and submitted in English and easy to read.
- b. The proposal shall be organized, concise, and submitted in the volumes and in the order indicated below. Volumes shall be clearly identified and tabbed. Each factor shall be described in a separate tabbed section.
- c. Proposals shall be sent in two separate volumes.
- d. Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover.
- e. Each volume shall contain a table of contents and include at the bottom left side of each page the volume and page number.
- f. Offerors shall submit the Price Schedule in Volume 2, which shall be completed in full including any options.
- g. Offerors shall verify that the information for all forms submitted is current, correct, and complete including name(s) of the point(s) of contact (POCs), email address(es), and telephone number(s), for the three technical factors.

- h. Offerors shall submit a signed Offer, Standard Form (SF) 1442 for this solicitation, including verification of all amendments received.
- i. Proposals shall completely and adequately address the requirements of this solicitation. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, etc., are not necessary.
- j. Contractors are cautioned against submitting conditional proposals.
- k. Failing to submit attachments or failing to complete the proposal properly may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and speak with the Contracting Officer if instructions are not understood.

**Proposal Expenses and Pre-Contract Costs:** The request for proposal (RFP) solicitation does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

### 3. JOINT VENTURE PROPOSAL

If submitting a proposal as a Joint Venture, the experience and past performance of each of the Joint Venture Partners can be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner should be clearly described.

The proposal may receive a higher rating if the proposal contains evidence of the Joint Venture Entity working successfully together previously on relevant projects.

An Offeror that is part of a Joint Venture must submit a legally binding Joint Venture Agreement. The Government will not evaluate the capability of any Offerors that are not included in the Joint Venture agreement. Joint Ventures must include a copy of the legal joint venture agreement signed by an authorized officer from each of the firms comprising the Joint Venture with the chief executive of each entity identified and must be translated into English, if the original agreement is in a language other than English.

If submitting a proposal as a joint venture, the experience and past performance of each of the joint venture partners can be submitted for the joint venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

- a. A copy of their joint venture agreement in English.
- b. A detailed statement outlining the following in terms of percentages, where appropriate.
  - 1) The relationship of the joint venture parties in terms of business

ownership, capital contribution, and profit distribution or loss sharing. The joint venture agreement must show that joint venture members are jointly and severally liable for any obligations under the contract.

- 2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
- 3) The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
- 4) The bonding responsibilities of the joint venture parties.
- 5) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
- 6) Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
- 7) Identification of party furnishing the facilities, such as office supplies and telephone service.
- 8) Identification of party having overall control of the joint venture. Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture. Include this information as a part of Phase I.
- 9) A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included. The JV agreement submitted to the Government shall be the only valid JV agreement for purposes of performance under this contract or any responsibilities of the JV under the contract. Any changes to the JV agreement must be submitted to the Contracting Officer and is subject to approval by the Government prior to execution of the change.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses relevant experience and/or past performance, the experience and/or past performance of that firm will be considered as the experience and/or

past performance of the joint venture.

**All members of the Joint Venture shall sign the SF 1442 and be named on the Bank Letter of Assurance or Bid Bond. Make sure to include as part of Volume 2.**

#### 4. KEY SUBCONTRACTORS

If an Offeror wishes to be credited with the experience, expertise, past performance and/or key personnel of a subcontractor (i.e., a firm that is not a member of the Joint Venture); **letter of commitment signed by the Key Subcontractor AND the prime contractor shall be submitted**. The commitment letter shall be submitted even if the firm is in some way related to the prime contractor or a Joint Venture partner (for example, the Key Subcontractor is a subsidiary of the prime contractor, or a subsidiary of a firm to which the prime contractor is also a subsidiary). If a letter of commitment is not submitted, the experience will not be considered. Include this information as part of Volume I (See Appendix I, Sample Letter of Commitment).

If the Offeror proposal includes the use of subcontractors, the Offeror may not change subcontractors without the Contracting Officer's approval. Approval will not be given unless the Contracting Officer considers the proposed substitute to be equal in all respects to the originally proposed subcontractor and that the substitution is in the best interests of the Government.

#### 5. PROPOSAL FORMAT

The solicitation will be procured in two parts. The solicitation package for the technical proposal will be issued first. The solicitation amendment for the price proposal will be issued with the approved 100% design package. The Offeror shall submit the technical proposal and the price proposal for evaluation for award in accordance with the schedule in Appendix I. Proposals shall be submitted in the following format:

##### 1. Volume I – Non-Price Proposal

FACTOR 1 – Construction Experience  
FACTOR 2 – Past Performance  
FACTOR 3 – Management Approach

Letters of Commitments for Subcontractors  
Joint Venture Agreement (if applicable)

##### 2. Volume II – Price Proposal

FACTOR 4 – Price

This volume shall include the following:

- Solicitation – Offer, Standard Form 1442
- Solicitation – Section 00 10 00 Pricing Schedule
- Solicitation – Section 00 45 00 Representations & Certifications

- Security (e.g. Bank Letter of Assurance or Bid Bond)
- The name, cage code, addresses, telephone, facsimile numbers, and e-mail addresses of a Prime Point of Contact (POC) with the authority to legally bind the Contractor, and one (1) Alternate POC.
- Name, Address, DUNS, CAGE or NCAGE code, and TAX Identification Number of the Contractor submitting the proposal. (If submitting as a JV, this information is required for the JV entity. The JV entity needs to be registered in SAM, as well.)
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6. The U.S. Army Aviation and Missile Research Development and Engineering Center Safe Access File Exchange (AMRDEC SAFE)

Proposals shall be submitted utilizing the AMRDEC SAFE Application, <https://safe.amrdec.army.mil/safe>. The AMRDEC SAFE Application is used to send large files to individuals that would normally be too large to send via email. There are no user accounts for SAFE. Authentication is handled via email. Anyone has access to SAFE, and the application is available for use by anyone.

- a. The AMRDEC SAFE application can be accessed via <https://safe.amrdec.army.mil/safe>.
  - b. There are two options to proceed from the SAFE homepage:
    - **Proceed as Guest** - Select this option if you do not have a CAC.
  - c. After selecting one of the options above, the page will be redirected to the package upload form. Fill in all the required input fields:
    - **Your Name** - Your name;
    - **Your Email address** - Your email address;
    - **Confirm Your Email Address** - Re-enter your email address;
    - **Description of File(s)** - Enter W912GB-17-R-0027-COMPANY NAME:
    - **File(s)** - Click the "Browse" button to select your file(s). You may add up to 25 files per package, so long as the total file size does not exceed 2GB;
- File names shall be titled:
1. W912GB-17-R-0027 – Company Name- Volume I
  2. W912GB-17-R-0027 – Company Name – Volume II
    - Deletion Date - Select the Maximum date for the package to be deleted from SAFE. The maximum (which is also the default) is two weeks (14 days) from today;
    - Provide an email address to give access to – Enter---- [ian.r.mcclary@usace.army.mil](mailto:ian.r.mcclary@usace.army.mil), [bjorn.t.hale@usace.army.mil](mailto:bjorn.t.hale@usace.army.mil), and [delos.c.halterman@usace.army.mil](mailto:delos.c.halterman@usace.army.mil)
    - Grant access to these people - This is the list of people you have granted access to the package. To remove a recipient, highlight their name and click the "Remove" button;
    - Caveats - Default is "None";
    - Encrypt email message when possible - Attempt to encrypt the package's notification email to each recipient;
    - Notify me when files are downloaded - You (the sender) will receive a notification via email when a recipient downloads the package;



- Require CAC for pickup - Require the recipient to be logged in with a valid US DoD-issued CAC to download the file(s). Recipients without a CAC will not be able to download the package.

d. Clicking the "Submit" button will upload the files and submit the package. Guest users will need to check their email to verify their email address before the recipients will be notified. No additional action is required by CAC users.

e. After the package has been uploaded (and verified, if proceeding as a guest), each recipient will receive a link to the package download page as well as a password. These passwords are unique for each recipient (not the package), and will be disabled once SAFE detects that the user successfully downloaded each file within the package. Forwarding recipient and sender notification emails to anyone except the AMRDEC WEB Team is strictly forbidden.

Proposal submission shall be submitted via AMRDEC by the date and time indicated on the SF 1442, or as amended. No facsimiles or regular e-mail submissions of proposals, with the exception of Attachment Three (3), Past Performance Questionnaires, are permitted:

Proposal Receipt Confirmation Points of Contact:

E-mail: [ian.r.mcclary@usace.army.mil](mailto:ian.r.mcclary@usace.army.mil)

Telephone: +49(0)611-9744-2126

E-mail: [Bjorn.T.Hale@usace.army.mil](mailto:Bjorn.T.Hale@usace.army.mil)

Telephone: +49(0)611-9744-2301

E-mail: [mailto:delos.c.halterman@usace.army.mil](mailto:mailto:delos.c.halterman@usace.army.mil)

Telephone: +49(0)611-9744-2218

## PROPOSAL FORMAT FOR VOLUME I

When the word 'Offeror' is encountered throughout this Section, it is intended to mean a company seeking to do business with the Government that submits a proposal in response to this solicitation. When the word "Government" is encountered throughout this Section, it is intended to mean U.S. Army Corps of Engineers.

### **FACTOR 1: CONSTRUCTION EXPERIENCE**

#### ***Submission Requirements:***

Offerors shall submit two attachments, Attachment 1, Construction Experience Information Summary and Attachment 2, Construction Experience Information detailing previous work experience projects meeting the requirements of this solicitation.

#### 1. Information for completing Attachment 1 and Attachment 2:

- a. Offerors shall complete a Construction Experience Information Summary, Attachment 1, with a total listing not-to-exceed five (5) projects that best represent the Offeror's work experience required on this solicitation. Projects

must be performed within the last six (6) years from the date of this solicitation or currently being performed if at least 50% complete, as of the date of this solicitation, more than five projects are submitted, only the first five projects will be evaluated. If the project is older than 6 years, it may be considered less relevant.

- b. Offerors shall provide a Construction Experience Information, Attachment 2, for each project listed on Attachment 1, Construction Experience Information Summary.
  - c. The project descriptions on the Construction Experience Information Summary shall be detailed enough to permit evaluation of project relevancy (see below for information on relevancy), and shall state the disciplines and amount of construction that were actual performed by the Offeror. During the evaluation of the Offeror's experience, the Government reserves the right to contact the Offeror's references in order to confirm the project information on the Construction Experience Information Summary.
  - d. An Offeror may submit experience gained as a subcontractor on previous projects. The Offeror must clearly state his role on the project and the dollar/euro value of the subcontract.
2. Relevancy of Construction Projects: Relevant projects are those that have one or more aspects as listed below (in descending order of relevance):
- a. Recently completed projects that demonstrate experience for new construction of primary or secondary educational facilities similar in size, scope, and complexity to this solicitation.
  - b. New construction projects that are similar in magnitude, complexity, construction methods, and management efforts to this solicitation.
  - c. Projects with a construction cost of \$15,000,000 – \$50,000,000 (€ 13,000,000 – € 45,000,000).
  - d. Projects constructed for the U.S. Department of Defense Education Activity, the Department of Defense, or other U.S Governmental agencies.
  - e. Projects that were designed and built in accordance with relevant US criteria including Unified Facilities Criteria (UFC), Architectural Barriers Act (ABA), NFPA 101 Life Safety Code, and Anti-Terrorism/Fore Protection Requirements
  - f. Projects that were constructed in Belgium and/or the EU.

- g. Projects demonstrating that the offeror's team members have previously worked together especially where the roles were similar to those that are proposed for this work.
- 3. If a Key Subcontractor's experience is submitted for evaluation purposes, clearly address the experience with those Key Subcontractors. If a Joint Venture, clearly address the experience of each of the Joint Venture Partners and the relationship of the JV partners on any ongoing or previous projects. The proposal may receive a higher rating if the proposal contains evidence of the Joint Venture Entity or the Prime and Key subcontractor working together on relevant previous projects.

Pass/Fail Criteria: The prime contractor must have performed at least 3 of the 5 relevant projects submitted for experience. In case of a Joint Venture, the work must have been performed by at least one of the JV partners. Offerors who do not meet this minimum requirement are not eligible for award.

## **FACTOR 2: PAST PERFORMANCE**

### ***Submission Requirements:***

The Past Performance Questionnaire (PPQ), Attachment 3, included in the solicitation is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1, Construction Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Attachment 3), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ian McClary via email at [ian.r.mcclary@usace.army.mil](mailto:ian.r.mcclary@usace.army.mil) and Bjorn Hale at [bjorn.t.hale@usace.army.mil](mailto:bjorn.t.hale@usace.army.mil) prior to proposal closing date. **Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Offerors may provide a completed Department of Defense, DD2626 form or a Contractor Performance Assessment Report (CPARS), in lieu of Attachment 3. CPARS evaluations and DD2626s shall be signed or finalized by all designated authorities for consideration of evaluation.

Offerors may also include performance recognition documents received within the last six (6) years, such as awards, award fee determinations, customer letters of commendation, commercial and foreign government evaluations and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past

performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, JV, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror and the government is under no obligation to check other sources.

### **FACTOR 3: MANAGEMENT APPROACH**

#### ***Submission Requirements:***

***NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will not be evaluated by the Government.***

The Offeror must fully address the following three elements: Management Plan, Key Personnel, and Execution Plan and Schedule.

#### **1. Management Plan**

The purpose of the Management Plan is to provide the evaluators a clear and in-depth understanding of the organization that the Offeror is proposing to perform the work of this solicitation as well as how the key personnel will function and interact to accomplish the work.

The Offeror shall submit a graphical description (an organization chart) of its planned organization structure for successful execution of the contract. There is a limit of fifty (50) single spaced typed pages (A4 or letter size), using at a minimum a 12 pitch font, front and back equal two pages. If more than 50 pages are submitted, only the first 50 pages will be reviewed and evaluated. The organization chart, resumes, Table of Contents, tabs and letters of commitment are not considered part of the 50 pages.

The Management Plan shall include, at a minimum, the following:

- a. An overall organization chart including all key personnel (including Project Manager, Site Superintendent, Site Safety and Health Officer and Contractor Quality Control Systems Manager), key offices/departments, Joint Venture partners, and major Subcontractors (as applicable). The chart shall identify all offices involved in this project from the Offeror's Headquarters through to the Offeror's site office, and how they are related. Only a single organization chart, comprehensive for the entire project shall be submitted. The chart shall indicate all required lines of authority including quality control and safety, lines of communication with the Government, and identification of an English speaking

representative. All key positions shall be identified on the organizational chart by title, organization, and physical location.

- b. A narrative description of the organization structure including roles, major responsibilities, and authorities of all JV Partners, Key Subcontractors, and key personnel (with particular attention being paid to the Project Manager, Site Superintendent, Site Safety and Health Officer and Contractor Quality Control Systems Manager. The narrative shall clearly describe the lines of communication of the key personnel, between each other and with the US Government. The position titles used in the narrative must match those used in the organization chart. Offerors are encouraged to become familiar with personnel requirements located in specification Sections 01 45 01 USACE Quality Control; 01 35 26 Health and Occupational Safety Requirements; and 00 73 15 General Requirements.

## 2. Key Personnel

The purpose of the Key Personnel section is for the Offeror to demonstrate that the proposed individuals have sufficient experience relevant to his/her proposed roles on this project and have experience and credentials commensurate with the duties required by the individual position. The Offeror shall provide the names and resumes/curriculum vitae (CVs) for the following key personnel:

- Project Manager
- Site Safety and Health Officer
- Contractor Quality Control Systems Manager
- Site Superintendent
- Any other personnel required to communicate with the Government on a recurring basis

The resumes must fully and clearly describe the relevant experience to include project names and descriptions, the dates and durations that the candidate performed on each project, locations and dollar/euro value of each project and how the candidate meets the requirements of the solicitation. Experience must be listed in chronological order from the most recent work to the least recent. A job title must be clearly shown for each experience listed. Any educational and professional credentials shall be clearly listed and describe when the credentials were attained.

Each proposed candidate for each key position is required to have a minimum of five (5) years of experience, ten (10) years experience for the site super intendent, with construction projects of comparable complexity, scope, and cost of the solicitation. Letters of commitment shall be provided for each proposed candidate.

## 3. Execution Plan and Schedule

The purpose of the Execution Plan and Schedule is for the Offeror to describe how they will perform key work processes associated with the execution of the project and to describe their

proposed schedule for accomplishing the overall construction project within the performance period specified in the solicitation.

The Execution Plan shall include, at a minimum the following and should explain how the requirement will be executed (rather than simply restating the requirements):

- a. Project Start Up: Describe the activities that will take place immediately after contract award. This information may include such things as identifying subcontractors, submittal timelines, coordination with customer and owner's representatives, mobilization on site for construction.
- b. Risk Management: Discuss the overall risk management program. Also, identify the major production and operational risks specific to the solicited project and describe the processes and procedures to be implemented to mitigate each of these risks.
- c. Quality Control: Discuss the proposed quality control program. Please explain in terms of the details of methods, execution, and processes.
- d. Project Management and Coordination: Discuss any details of how the Offeror proposes managing the project and coordinating both internally and externally. This section may include such topics as communication, crisis management, corporate philosophy, problem resolution, labor and material acquisition, or any other topic that will help evaluators have a more complete understanding of how the project would be managed.

The Schedule must be task oriented, indicating the number of calendar days (not working days) after Notice to Proceed (NTP), when milestones are to be achieved. The schedule shall utilize the Critical Path Method (reference Schedule Specifications 01.32.01.00.10). The schedule shall include at a minimum:

- a. A sufficient number of activities to describe the construction project in sufficient detail for the purposes of schedule analysis. The critical path shall be clearly identified in the schedule. The constraints identified and assumptions made when creating the schedule shall be identified and discussed on a separate page if necessary (for example: long lead items such as electrical transformers, specialized glass, door locks, etc).
- b. Specific activities for Government review and approval of critical construction submittals shall be shown. Durations shall match those indicated in the specifications.
- c. Include on the schedule the timelines for construction quality control (CQC) reviews, commissioning, and acceptance inspections.

**PROPOSAL FORMAT FOR VOLUME 2****FACTOR 4: PRICE*****Submission Requirements***

1. Offerors shall submit a complete Price Proposal to include a completed Price Schedule.
2. Additional Information to be provided in Volume 2:
  - a. The Offer (SF 1442) duly executed with an original signature by an official authorized to bind the company.
  - b. Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).
  - c. Section 00 45 00 "Representations and Certifications" fully completed.
  - d. Security (e.g., bid bond or letter of assurance).
  - e. The name, address, telephone number, and email addresses of the Point(s) of Contact with the authority to legally bind the Contractor.
  - f. Name, Address, DUNS, CAGE, and Tax Identification Number of the Contractor submitting the proposal.
3. Request for Additional Other than Cost and Pricing Data. During the course of the evaluation, should the SSA have reason to question the fairness and reasonableness of a price proposal, or has reason to believe the price proposal is unbalanced, the SSA may conduct an additional analysis as required in order to determine a price fair and reasonable in accordance with FAR 15.403-1.
4. In addition to the Bank Letter of Assurance or Bid Bond and Bank Letter of Guaranty or Performance Bond as described in Sections 00 43 00 and 00 61 00, Offerors may be required to provide additional information at a later date if needed to verify financial responsibility to perform the contract, such as a Financial Responsibility Form, Balance Sheet / Profit and Loss Statement, etc.
5. For Volume 2, the Offeror shall provide the Price Proposal for Factor 4, the Price, and Administrative requirements at the same time as the submission of the Technical Proposal (Volume 1).

***Note: Offerors must be registered in SAM prior to receiving an award (See SAM Registration in Section 00 70 00).***





## Section 00 22 00 - SUPPLEMENTARY INSTRUCTIONS

EVALUATION CRITERIA

The relative weight of the evaluation factors is as follows: Construction Experience is significantly more important than Management Approach, and Management Approach is significantly more important than Past Performance and when combined, the three non-priced factors are significantly more important than the Price factor. The proposals will be evaluated on four (4) evaluation factors: Factor 1 - Construction Experience; Factor 2 - Past Performance; Factor 3 - Management Approach and Factor 4 – Price. Experience contains a pass/fail element. The Offerors have to submit at least three relevant projects that were performed as the prime (i.e. the offeror). In case of a Joint Venture, the work must have been performed by at least one of the JV partners. Offerors who do not meet that minimum requirement are not eligible for award.

**The Government reserves the right to award to other than the lowest proposed price. The awarded contract will incorporate the successful offerors proposal to the extent it does not conflict with the solicitation requirements.**

***A. FACTORS TO BE EVALUATED***

**The following evaluation factors will be used to evaluate each proposal: Award will be made to the Offeror whose proposal is the best value to the Government based upon an integrated assessment of the evaluation factors. IAW FAR 15.304, the following factors will be considered in evaluating the proposals:**

Factor 1 – Construction Experience

Factor 2 – Past Performance

Factor 3 – Management Approach

Factor 4 – Price

***B. EVALUATION APPROACH***

**The overarching evaluation approach for all factors is as follows:**

- a. **Adequacy of Response.** The proposal will be evaluated to determine whether the Offeror's Construction Experience provided is relevant, whether the Offeror's Past Performance is acceptable, and whether the Offeror's Management Approach has been adequately and completely defined, and satisfies the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal

submission section of the solicitation.

- b. **Feasibility of Approach.** The proposal will be evaluated to determine the extent to which the Offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

### ***C. DISCUSSIONS***

1. **GENERAL INFORMATION:** The Government does not intend to hold discussions. However, in accordance with FAR 15.306(d), discussion sessions with each Offeror may be held. Should discussions take place, all Offerors in the competitive range will be allowed to submit Final Proposal Revisions.
2. **COMPETITIVE RANGE:** The competitive range may be limited for purposes of efficiency in accordance with FAR 15.306(c)(2). Offerors are urged to reflect their best possible terms; to include price related elements, since less than the best potential price(s) could result in exclusion of the proposal from further consideration.
3. **DISCUSSION SCHEDULING:** If discussions are conducted, the Contracting Officer may conduct discussions orally, in writing, etc. The method for discussions will be at the discretion of the Contracting Officer. The Contracting Officer will provide additional instructions with the notification.

## **FACTORS**

### **FACTOR 1: CONSTRUCTION EXPERIENCE**

#### ***Evaluation Criteria:***

The Offeror will be evaluated on the relevancy and depth of construction experience demonstrated by the projects submitted. Relevant projects are those completed in the last six (6) years from solicitation issuance that are at least 50% complete that have one or more aspects as listed below (in descending order of relevance):

- a. Recently completed projects that demonstrate experience for new construction of primary or secondary educational facilities similar in size, scope, and complexity to this solicitation.
- b. New construction projects that are similar in magnitude, complexity, construction methods, and management efforts to this solicitation.
- c. Projects with a construction cost of \$15,000,000 – \$50,000,000 (€ 13,000,000 – € 45,000,000).

- d. Projects constructed for the U.S. Department of Defense Education Activity, Department of Defense, or other U.S. government agencies.
- e. Projects that were designed and built in accordance with relevant US criteria including Unified Facilities Criteria (UFC), Architectural Barriers Act (ABA), NFPA 101 Life Safety Code, and Anti-Terrorism/Fore Protection Requirements.
- f. Projects that were constructed in Belgium and/or the EU.
- g. Projects demonstrating that the offeror's team members (including On-Site Construction Manager, Safety Manager, and Quality Control Manager) have previously worked together especially where the roles were similar to those that are proposed for this work.

Pass/Fail Criteria: The prime contractor must have performed at least 3 of the 5 relevant projects submitted for experience. In case of a Joint Venture, the work must have been performed by at least one of the JV partners. Offerors who do not meet this minimum requirement are not eligible for award.

Offerors demonstrating experience with multiple projects are considered more relevant. Projects older than 6 years may be considered but will be considered less relevant.

The adjectival ratings for FACTOR 1: EXPERIENCE are listed and defined below:

Combined Technical/Risk Ratings	
ADJECTIVE	DEFINITION
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

<b>UNACCEPTABLE</b>	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.
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## **FACTOR 2: PAST PERFORMANCE**

### ***Evaluation Criteria:***

The Government will evaluate the Offeror's past performance to determine how relevant project work is, as described in Factor 1 Experience, for recent projects. The Government will evaluate the Offeror's performance to determine a confidence assessment of the Offeror's performance. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future performance and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Past Performance will be evaluated for projects completed in the last 6 years from the date of this solicitation or currently ongoing (at least 50% complete).

The Offeror's past performance will be evaluated based on performance on projects submitted under Factor 1 Experience, to include the past performance of any Subcontractors or Joint Venture (JV) partners whose projects the Offeror may have submitted. Proposals will be evaluated based on the information provided and any other Past Performance information obtained by the Government. Past performance will be evaluated in accordance with the following criteria:

- a. **Quality:** The degree to which the Offeror has complied with the contract requirements; met quality standards; was timely in regard to problem resolution without extensive customer guidance; and the shown effectiveness of his prior quality control program.
- b. **Schedule/Timeliness of Performance:** Whether the Offeror met contract completion dates including significant milestones and where schedules were exceeded, whether the Offeror identified valid justifications for the delays or if liquidated damages were assessed due to late delivery by the Offeror.
- c. **Customer Satisfaction:** The degree to which end-users were satisfied with the project; whether the Offeror was reasonable and cooperative in regard to resolving disagreements; whether the Offeror was responsive and businesslike

with concern for the customer, and whether the Offeror achieved customer satisfaction.

**d. Management Personnel/Labor:** Whether the Offeror used effective business practices for on-site management for subcontractors, suppliers, materials, and labor force. Whether and the extent to which the Offeror displayed an ability to hire and retain a qualified workforce; controlled government/ owner property when applicable; provided a workforce with the required expertise; successfully managed projects and easily assimilated and incorporated changes in requirements and priorities in response to the owner; and provided an effective overall management and control of projects and programs.

**e. Cost/Financial Management:** Whether the Offeror met the contract requirements by completing the project at the agreed to price and where not, the extent to which the Offeror was responsible for cost increases; whether the Offeror provided alternative methods that benefited the client; whether the Offeror submitted invoices timely with sufficient documentation to substantiate requested payment and avoided significant unexplained variances from the original price.

**f. Safety/Security:** The Offeror's prior record for maintaining an environment of safety, adherence to a safety plan, and compliance with safety requirements, including following safety regulations, housekeeping, and correcting noted deficiencies, as well as the Offeror's prior compliance with all security requirements and personnel security requirements when applicable.

1. The Government reserves the right to verify statements the Offeror makes regarding its past performance to determine whether they are substantiated.
2. The Government will consider past performance information in evaluating overall risk associated with a particular Offeror. When evaluating these criteria, the following will be taken into consideration for evaluation purposes:
  - a. The relevance of the past performance;
  - b. How recently the project submitted was performed;
  - c. Trends in the Offeror's performance;
  - d. Evaluations, letters of appreciation, and commendations from customers; and
  - e. Positive and/or negative comments that impact evaluation of Offeror's past performance.
3. Unavailability of Past Performance Information: *IAW FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated favorably or unfavorably on past performance.*

The adjectival ratings for **FACTOR 2: PAST PERFORMANCE** are listed and defined below:

<b>Past Performance Relevancy Ratings</b>	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

<b>Performance Confidence Assessments</b>	
Rating	Definition
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.

### **FACTOR 3: MANAGEMENT APPROACH**

#### *Evaluation Criteria:*

**Proposals will be evaluated for reasonableness, risk, and logic and the extent to which the proposal illustrates a basic understanding of managing the contract. In performing the evaluation, the Government will evaluate the following:**

- a. How complete and detailed the proposal is with respect to the information requested in the RFP.
- b. The likelihood of project success based upon the strengths and weaknesses concluded from the information provided in the Management Approach. A completely successful project is defined a project that is delivered on schedule or earlier and with little or no problems during project execution.
- c. Whether the proposal clearly delineated lines of authority and communication with the Government on the organizational chart organized in a precise and logical manner, including all involved with the management of the contract including Subcontractors and Joint Venture partners.
- d. Whether the proposal contains comprehensive descriptions of duties, roles (including which roles and personnel are identified to communicate with the Government), major responsibilities, and authorities for key personnel, including roles of authorities for Subcontractors and Joint Ventures and whether this presents a logical approach to perform the work throughout the contract.
- e. The extent to which the proposal describes a reasonable and logical execution plan and schedule that illustrates a thorough understanding of the contract requirements.
- f. The extent to which Project Manager, Site Superintendent, Site Safety and Health Officer and Contractor Quality Control Systems Manager meet the minimum requirements as stated in the solicitation and the proposed individual has a strong knowledge of the type of work anticipated on this solicitation evidenced by their work history and education. Although these criteria's will not be scored as a pass/fail, Offerors not meeting the minimum requirements will receive a lower rating.

The adjectival ratings for FACTOR 3: MANAGEMENT APPROACH are listed and defined below:

Combined Technical/Risk Ratings	
ADJECTIVE	DEFINITION
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is very low.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.



ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
UNACCEPTABLE	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

**FACTOR 4: PRICE***Evaluation Criteria:*

The specific evaluation process is described below. In accordance with FAR 52.217-5 Evaluation of Options, Price will be evaluated based on total evaluated price. Total evaluated price consists of the price of all Contract Line Items (CLINs) base and all options in the Price Schedule.

The Offeror's Price will be evaluated as stated below. The evaluation will not be assigned an adjectival rating, but it will be evaluated for completeness and reasonableness as follows:

**Completeness** - To be complete, the Offeror shall provide prices for all contract lines including options.

**Reasonableness** - The Offeror's proposal is evaluated through price analysis techniques as described in FAR Subpart 15.404-1. Price analysis techniques and procedures will be used to ensure a fair and reasonable price which may include, but is not limited to, the following:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.
- Use of parametric estimating methods/application of rough yardsticks to highlight significant inconsistencies that warrant additional pricing inquiry.
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
- Comparison of proposed prices with independent Government cost estimates.
- Comparison of proposed prices with prices obtained through market research for the same or similar items.
- Analysis of data other than certified cost or pricing data provided by the offeror.

1. Failure to submit a Pricing Schedule and failure to complete all Line Items may result in the Offeror's proposal package being rejected by the Government after initial evaluation without further consideration.

Section 00 40 00 - PROCUREMENT FORMS AND SUPPLEMENTS

LETTER OF COMMITMENT SAMPLE

**APPENDIX H: LETTER OF COMMITMENT (SAMPLE)**

(PRIME CONTRACTOR LETTERHEAD)

US Army Corps of Engineers  
Europe District  
Konrad Adenauer Ring 39, Box 7  
ATTN: Contracting Officer  
65187 Wiesbaden, Germany

(Insert Date)

Subject: Letter of Commitment for Solicitation No. **W912GB-17-R-0027**, REPLACE BRUSSELS  
AMERICAN ELEMENTARY/HIGH SCHOOL, BRUSSELS, BELGIUM

In the event that Prime Contractor X is awarded a contract under the subject solicitation, Prime Contractor X commits to using Subcontractor Y as a subcontractor for the services described in this Letter of Commitment and Subcontractor Y agrees to perform as a subcontractor to Prime Contractor X for those services.

Prime Contractor X will perform as the prime contractor while Subcontractor Y will perform the following services as a subcontractor under the resultant contract:

(Describe the work to be performed by the subcontractor, i.e. electrical, mechanical, civil, etc.)

Prime Contractor X may be credited with the experience, expertise and/or past performance of Subcontractor Y as they relate to the services described in this Letter of Commitment.

In the event that Prime Contractor X is awarded the resultant contract, another firm cannot be substituted for Subcontractor Y without prior written approval of the contracting officer. Approval or disapproval of a substitute subcontractor is a matter within the sole discretion of the Contracting Officer, considering such factors as whether the contracting officer considers the proposed substitute to be equally qualified and the substitution to be in the best interests of project execution.

In approving a substitution, the contracting officer may impose such conditions on the substitution as the contracting officer deems appropriate in the exercise of his/her sole discretion.

In the event Prime Contractor X is not awarded a contract under the subject solicitation, this Letter of Commitment is null and void.

John D. Prime  
Prime Contractor X

Shlomo D. Sub  
Subcontractor Y

Title

Title

Section 00 43 00 - BID BOND FORM

BLA TEMPLATE

**APPENDIX F: BANK LETTER OF ASSURANCE (SAMPLE)**

(BANK LETTERHEAD)

DATE

US Army Corps of Engineers, Europe District  
ATTN: Contracting Officer  
Konrad-Adenauer-Ring 39, Box 7  
65187 Wiesbaden, Germany

SUBJECT: Bank Letter of Assurance for Solicitation: **W912GB-17-R-0027**

PROJECT: **REPLACE BRUSSELS AMERICAN ELEMENTARY/HIGH SCHOOL, BRUSSELS, BELGIUM**

I/We, the undersigned, acting as the duly authorized representatives of

\_\_\_\_\_ (Bank Name), assure that we will issue a Bank Letter of Guaranty for account of \_\_\_\_\_ (Firm Name (for Joint Venture – each party's name shall be listed)), should the contract pursued under subject solicitation be awarded to them.

The Bank Letter of Assurance is issued for €2,500,000 as presented by this firm, \_\_\_\_\_ (Firm Name).

The Bank Letter of Guaranty will be issued for twenty-five percent (25%) of the value of the Contract, as presented by this firm,

\_\_\_\_\_. The Bank Letter of Guaranty will be provided to you within 7 days after each task order award and will contain all conditions listed in the sample provided by this solicitation.

In addition, I/We, the undersigned, acting as the duly authorized representatives of \_\_\_\_\_ (Bank Name), assure that \_\_\_\_\_ (Firm Name), can at any time obtain a Bank Letter of Guaranty in accordance with Federal Acquisition Regulation (FAR) Clause 52.228-2, Additional Bond Security.

Sincerely,

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(Authorized Representative of the Bank)

Section 00 45 00 - REPRESENTATIONS AND CERTIFICATIONS

CLAUSES INCORPORATED BY REFERENCE

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014

## Section 00 61 00 - BOND FORMS

BLG TEMPLATE**APPENDIX G: BANK LETTER OF GUARANTEE (SAMPLE)**

## (BANK LETTERHEAD)

US Army Corps of Engineers  
 Europe District  
 Konrad Adenauer Ring 39, Box 7  
 ATTN: Contracting Officer  
 65187 Wiesbaden, Germany

LETTER OF GUARANTEE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

I/We, the undersigned, acting as the duly authorized representative of the Bank, declare that the Bank hereby guarantees and is jointly and severally liable as the guarantor with **FILL-IN (CONTRACTOR NAME)** (herein after called the Contractor), to effect payment to the Contracting Office by check made payable to the Treasury of the United States, within five (5) calendar days after receipt of a simple request, by registered mail, from the Contracting Officer designated in the contract described below, or his successor, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor, or for any other proof, action or decision by any other authority, up to the sum of **€X,XXX,XXX.XX**, which represents the deposit required of the Contractor to guarantee fulfillment of its obligation for the satisfactory completion and timely performance of the work under Contract **W912GB-17-D-00XX** for **(DESCRIPTION OF WORK)** dated **(AWARD DATE)** at **(LOCATION OF WORK)**, in strict compliance with the terms and conditions of said contract, entered into between the United States of America and the Contractor, plus legal interest to be calculated from the date of receipt of the Contracting Officer's registered letter request until the date of payment. Registered letter request shall inform the Bank that the Contractor failed to comply with the terms and conditions of the contract, or did not fulfill his undertaking in whole or in part.

I/We agree and consent that said contract may be modified by change order or supplemental agreement, affecting the contract amount and/or time of performance without prior consent of the bank and without affecting the validity of this guarantee; provided, however, that the amount of this guarantee shall be adjusted as required under the provisions of contract clause 52.228-2, Additional Bond Security (Oct 1997).

This letter of guarantee will continue in effect until the work has been finally accepted by the Government, and will continue thereafter in an amount equal to ten (10%) percent of the original contract price and any modifications thereto, until all applicable guarantees, or extensions thereof under the contract, have expired.

NAME & ADDRESS OF THE BANK



Signed By: \_\_\_\_\_  
(TYPE NAME UNDERNEATH SIGNATURE)

Title: \_\_\_\_\_

Endorsement By: \_\_\_\_\_  
(TYPE NAME UNDERNEATH SIGNATURE)

Title: \_\_\_\_\_

NOTE: Certificate of Authority is attached evidencing authority of the signers to bind the bank in this document.

## Section 00 70 00 - CONDITIONS OF THE CONTRACT

## CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-5	Trade Agreements	OCT 2016
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.246-12	Inspection of Construction	AUG 1996
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering--Construction	OCT 2015
52.253-1	Computer Generated Forms	JAN 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements--Basic (Sep 2016)	SEP 2016
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

### 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government;  
and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct

from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)



52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or

2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 1095 calendar days. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of TBD (This will be provided via amendment prior to RFP II being issued) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of provision)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker,  
basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an

enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging



recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the

solicitation or contract, which requires disclosure to the agency

Office of the Inspector General when the Contractor has credible

evidence of fraud); and

(ii) Any actions taken against a Contractor employee,

subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22

U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent

or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web

site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h)

of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification

shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](#). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause--

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes," include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," means any new or increased tax or duty, or tax that was exempted or excluded on the contract



date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) (1) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States, except as

provided in subparagraph (c)(2) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(d) (1) Except as provided in subparagraph (d)(2) of this clause, the contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(2) The contract price may not be increased to offset taxes imposed under 26 U.S.C. 5000C

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

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(Name)

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(Title)

---

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the

contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies

or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the



Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph

(e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;



(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

## 52.233-1 DISPUTES. (MAY 2014)

- (a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
- (b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the

Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Corps of Engineers

Attn: Contracting Officer, Mr. Delos C. Halterman

Konrad Adenauer Ring 39

D-65187 Wiesbaden, Germany

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty-five (25)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the

Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-12 CLEANING UP (APR 1984)



The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of

progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order",

"designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.



(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include—

(i) Acts of God or of the public enemy,

(ii) Acts of the Government in either its sovereign or contractual capacity,

(iii) Acts of another Contractor in the performance of a contract with the Government,

(iv) Fires,

- (v) Floods,
  - (vi) Epidemics,
  - (vii) Quarantine restrictions,
  - (viii) Strikes,
  - (ix) Freight embargoes,
  - (x) Unusually severe weather, or
  - (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.
- (d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS  
OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

[http://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/PGI225\\_74.htm](http://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/PGI225_74.htm)

(End of clause)

#### 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section 00 71 00 - CONTRACTING DEFINITIONS

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;  
or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

Section 00 72 00 - GENERAL CONDITIONS

CLAUSES INCORPORATED BY FULL TEXT

STR 52.000-4004 IMMUNITY FROM LEGAL PROCESS

The Contractor agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to performance of this contract by any subcontractor against the United States Government. The Contractor further agrees to waive his rights to bring suit or other legal action against the United States Government, except as provided in the "Disputes" clause of this contract and in the United States Federal Statutes. (September 1993)

(End of Clause)

STR 52.000-4023 UNAUTHORIZED SERVICE

The Contractor shall not undertake any action that will increase the price of this contract without the written approval of the Contracting Officer. Any such unauthorized action taken by the Contractor or any Contractor employee, which might be construed to be approved by the U.S. Government, shall be the responsibility of the Contractor and shall be resolved by the Contractor at no expense or embarrassment to the U.S. Government. Third-party claims resulting from such unauthorized actions shall also be resolved by the Contractor without expense or embarrassment to the U.S. Government.

End of Clause



## STR 52.000-4038 ENGLISH SPEAKING REPRESENTATIVE (AUG 1993)

At all times when any performance of the work at the site is being conducted by any member of the Contractor or its subcontractors, the Contractor shall have a representative present on the site who is capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine, without appeal of such decision, whether the proposed representative has sufficient technical and linguistic capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

End of Clause

## STR 52.000-4043 CORRESPONDENCE IN THE ENGLISH LANGUAGE (ADDITIONAL INFORMATION)

In addition to FAR 52.215-1, it shall be the responsibility of the Contractor to prepare proposals and all documents related to this contract, to include, change orders, shop drawings and submittals, quality control reports, computations, and all correspondence, in the English language. In the event of disputes or litigation arising out of performance of this contract, the contractor will provide English language translations of any documents that are provided to the Government in support of the contractor's position or any documents pertinent to the dispute that are requested by the Government. For the purposes of this clause, pertinent means any documents that would normally be considered to be within the scope of discovery in an ASBCA or court proceeding concerning the dispute. The term 'documents' includes electronic documents including but not limited to email and includes documents generated by subcontractors or suppliers.

In the event a dispute results in litigation, including actions at the ASBCA or actions in U.S. courts, the contractor will be responsible for providing translations of any documents that are within the scope of a discovery request filed by the U.S. Government and for providing certified translations upon request by the U.S. Government.

(End of Clause)

## 52.000-4059 LETTER OF ASSURANCE (RFP) (SEP 1993)

Offerors are required to furnish with their offer an assurance that they can secure a performance guaranty as required by the clause entitled "Bank Letter of Guaranty" if awarded a contract and Task Order pursuant to this proposal. The Letter of Assurance will be countersigned by the Bank Official(s) from which the offeror intends to obtain the Bank proposal. The Letter of Assurance shall be an original in English. The offeror acknowledges that failure to furnish the original Letter of Assurance with the offer may result in rejection of the offer as "nonconforming".

(End of Clause)

## 52.000-4062 BANK LETTER OF GUARANTY (NOV 2007)

Within SEVEN calendar days after the date of contract award, the Contractor shall furnish the Contracting Officer a Bank Letter of Guaranty for the performance of the work in the amount of .25% of the anticipated maximum contract value, or lesser amount, at the discretion of the Contracting Officer, conforming to the format of the sample letter. Failure to furnish the Bank Letter of Guaranty may be deemed a breach of contract. The Bank Letter of Guaranty will be dated as of the contract award date or as soon thereafter as possible. The Bank Letter of Guaranty shall state that it will continue in effect without change in amount or terms until the work has been finally inspected and accepted by the Government, and that thereafter it will continue in effect until expiration of any applicable warranty periods or extensions thereof in an amount equal to five percent (10%) of the contract price. The Bank Letter of Guaranty shall also state that the bank agrees and consents that the contract may be modified by change order or supplemental agreement without affecting the validity of the Bank Letter of Guaranty. The Contracting Officer may require and the Contractor shall furnish the Contracting Officer an increase in the amount of the Bank Letter of Guaranty because of increases to the contract value. The authorization to issue "Notice to Proceed" will not be effected until after approval and acceptance by the Contracting Officer of the Bank Letter of Guaranty. The Bank Letter of Guaranty shall be interpreted in accordance with U.S. law and is subject to the Choice of Law and Immunity for Legal Process clauses in the solicitation.

(End of Clause)

## STR 52.000-4074 TAX RELIEF (FOREIGN COUNTRIES OTHER THAN GERMANY)

(a) Prices contained in this contract are exclusive of all taxes and duties from which the U.S. Government is exempt by virtue of any tax agreements between the United States Government and the Contractor's

Government. The following taxes and duties have been excluded from the contract prices:

NAME OF TAX	PERCENTAGE
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Enter calculated VAT from basic contract amount.

Value Added Tax	BELGIUM 21%
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(b) The Contractor's invoice shall separately list the gross price, amount of the tax deducted, and the net price changes.

(c ) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure relief from import duties are obtained. If the Contractor intends to use imported products from inventories on hand, the price of which

included a factor for import duties, arrangements will be made to pay a refund to the Contractor by its government; by the duty free import of a corresponding amount of supplies or components used from

inventory; or otherwise, to ensure the exemption of the United States Government from these taxes.

(End of Clause)

52.000-4103 DISCLOSURE OF LOBBYING ACTIVITIES  
OMB 0348-0046

Approved by

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 3152. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department Transportation, US Coast Guard.
  
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
  
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
  
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
  
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. (See Attachment A-6 below)

52.000-4133 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – COUNTRIES WITH  
WAIVERS (MARCH 2017)

- (a) This clause supplements FAR Clause 52.228-3. The Department of Labor has waived application of the Defense Base Act (DBA) for performance of work by employees other than U.S. citizens and employees recruited in the U.S. in the following countries:

- (1) American Samoa
- (2) Australia
- (3) Belgium
- (4) Denmark
- (5) France
- (6) Germany
- (7) Greenland
- (8) Guam
- (9) Iceland
- (10) India
- (11) Israel
- (12) Italy
- (13) Japan
- (14) Mexico
- (15) Netherlands
- (16) Norway
- (17) South Korea
- (18) Spain
- (19) Switzerland
- (20) Turkey
- (21) Ukraine
- (22) Vietnam

Accordingly, this clause applies to work performed by U.S. citizens, employees recruited in the U.S. and also to work by any employee performed in a country for which a Defense Base Act waiver is not in place.

The Department of Labor (DOL) has approved multiple insurance carriers which promote a competitive market environment. Therefore, contractors shall obtain commercially available DBA insurance from a DOL authorized insurance carrier unless the contractor is under a self

insurance program approved by the DOL or subject to a waiver. The DOL approved carriers and self insured employers are available at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

- (b) The contractor agrees to insert a clause substantially the same as this one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.

End of Clause

Section 00 73 00 - SUPPLEMENTARY CONDITIONS

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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Section 02 00 00 - TECHNICAL SECTIONS

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR BRUSSELS AMERICAN SCHOOL W912GB-17-R-0027

00 73 15        GENERAL CONDITIONS

00 73 15.15    TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

01 32 01.00 10 PROJECT SCHEDULE

01 33 00        SUBMITTAL PROCEDURES

01 35 26        SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

01 35 26.10    ADDITIONAL SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS FOR PROJECTS  
IN            THE EUROPEAN UNION

01 45 01        USACE QUALITY CONTROL

01 45 01.01    ADDITIONAL QUALITY CONTROL PERSONNEL

01 45 01.10    USACE QUALITY CONTROL SYSTEM (QCS)

01 78 00        COMPLETION PROCEDURES

01 78 23        OPERATION AND MAINTENANCE DATA

02 41 00        DEMOLITION AND DECONSTRUCTION

02 82 14.00 10 ASBESTOS HAZARD CONTROL ACTIVITIES

CONSTRUCTION SIGNS